

State of Arkansas  
DEPARTMENT OF WORKFORCE SERVICES  
Two Capitol Mall, Suite 528A  
Little Rock, Arkansas 72203

REQUEST FOR QUALIFICATIONS

Bid Number: TANF-04-2007-1  
Commodity: Demonstration Project Services  
Date: April 9, 2007

Buyer: Elroy Willoughby, TEA Chief  
Bid Opening Date: June 18, 2007  
Bid Opening Time: 1:00pm CST

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE DEPARTMENT OF WORKFORCE SERVICES.

BID OPENING LOCATION:  
**Department of Workforce Services**  
**Two Capitol Mall, Suite 528A**  
**Little Rock, AR 72203**

Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

\_\_\_\_\_  
Federal Employer Identification Number OR Social Security Number

THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Signature: \_\_\_\_\_

Business Designation (check one):

- ☐ Private  
☐ Community Organization  
☐ Faith-Based Organizations

GENERAL DESCRIPTION: Demonstration Project Services  
For Improving Marriage And Relationship Skills Among Youth And  
Engaged And Married Couples

TYPE OF CONTRACT: TERM

CONTRACT PERIOD: SIX (6) MONTHS FROM DATE OF AWARD

BUYER: ELROY WILLOUGHBY, TEA CHIEF

AGENCY P. R. NUMBER: na

MINORITY BUSINESS POLICY:

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in the state Procurement process. Therefore, the State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The state also encourages all companies to subcontract portions of any state contract to minority business enterprises.

**STATE OF ARKANSAS  
DEPARTMENT OF WORKFORCE SERVICES**

**REQUEST FOR QUALIFICATIONS  
TANF-04-2007-1**

**ISSUED BY:  
  
DEPARTMENT OF WORKFORCE SERVICES**

**DESCRIPTION/TITLE:  
  
DEMONSTRATION PROJECT SERVICES FOR  
TANF COMMUNITY INVESTMENT INITIATIVE**

**ISSUED DATE: APRIL 9, 2007**

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## **SECTION 10: ADMINISTRATIVE OVERVIEW**

Act 1705 of 2005 created the Community Investment Initiative. The legislation authorized the Arkansas Transitional Employment Board to use TANF funds to contract with Private or Community organizations, including Faith-Based organizations, to offer services and support to parents, children, and youth in their communities.

The Arkansas Transitional Employment Board recognizes the value of social services being administered by Faith-Based and Community-Based organizations, community development corporations, coalitions, or a consortia or groups of organizations that collaborate to provide innovative and valuable services in low-income communities that assist families and children in reaching their full potential. However, learning to work with government to provide these services has not always proved easy, or transparent for small, community and grass-roots organizations that are often best-positioned to provide services for populations in need.

The Arkansas Transitional Employment Board FY2005 Faith-Based and Community-Based Initiatives Strategic Plan outlines a key strategy for reaching out to Private or Community organizations, including Faith-Based organizations to help facilitate a new era of trust and partnership – faith that Private or Community organizations, including Faith-Based organizations can provide quality services and trust that government will be true partners in helping to meet community needs.

This Community Investment Initiative Program is a viable funding source as an investment to further advance our outreach efforts and commitment of embracing private or community organizations, including faith-based organizations, as a viable service provider resource, provide easier access for Faith-Based and Community-Based organizations to compete for federal/state funding, and create opportunities for social services to be delivered by Faith and Community based organizations.

### **10.01 PURPOSE**

The Department of Workforce Services (DWS) in collaboration with the University of Arkansas Cooperative Extension Service (UACES) announces the availability of up to \$250,000 in Federal Temporary Assistance to Needy Families (TANF) funds to be awarded in the form of Professional Service Contracts for Private or Community organizations, including Faith-Based organizations (FBCO), that deliver services to improve marriage and relationship skills among youth and engaged and married couples.

The Department of Workforce Services has been authorized to contract with Private or Community organizations, including Faith-Based organizations, to offer services and support to parents, children and youth in their communities. The Department of Workforce Services invites your application for this Initiative through a competitive selection process of Request for Qualifications (RFQ) utilizing the Federal TANF Block

Grant as its source of funding.

The purpose of this Request for Qualifications is to enter into agreements with up to 25 Private or Community organizations, including Faith-Based organizations, located in the state of Arkansas to procure direct services which are innovative and creative as demonstration projects addressing the TANF goal to improve marriage and relationship skills among youth and engaged and married couples.

The Department of Workforce Services expects to award funding competitively to approximately 25 Private or Community organizations, including Faith-Based organizations, in the amount of \$10,000.00 each for a project period of 6-months. Private or Community organizations, including Faith-Based organizations, submitting proposals must view this as one-time funds soliciting Demonstration Projects to be used to improve marriage and relationship skills among youth and engaged and married couples in their communities. The demonstration period for funded projects will be from August 1, 2007 to January 31, 2008.

Private or Community organizations, including Faith-Based organizations, who have completed one of the five (5) train-the-trainers two (2) day workshops conducted by the University of Arkansas Cooperative Extension Service from April 12, 2007 to May 18, 2007 will be eligible to submit their applications under this announcement. The participation of all grassroots organizations designated as a non-profit organization with or without a 501c(3) status is encouraged. Applicants are expected to have an organizational vision, mission and service emphasis consistent with the TANF goal to improve marriage and relationship skills among youth and engaged and married couples.

#### **10.02 DEFINITION OF TERMS**

The Department of Workforce Services has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point or item in question. The words "bidder", "vendor", "proposer" and "offeror" are used synonymously in this document.

Throughout this document, the following acronyms will be used:

RFQ	Request For Qualifications
ATEB	Arkansas Transitional Employment Board
DWS	Department of Workforce Services
UACES	University of Arkansas Cooperative Extension Service
FBCO	Faith-Based and Community Organizations
TANF	Temporary Assistance to Needy Families

#### **10.03 ISSUING OFFICE**

The Department of Workforce Services is the sole point of contact in the State of Arkansas for the selection process. Vendor questions regarding RFQ-related matters should be addressed to the Issuing Officer.

Issuing Officer and Contract Administrator:

Elroy Willoughby, TEA Chief  
Issuing Officer  
501-371-1023 Ph.  
501-683-5915 Fax  
[elroy.willoughby@arkansas.gov](mailto:elroy.willoughby@arkansas.gov)

Carla Morris, Management Project Analyst  
Contract Administrator  
501-683-1352 Ph.  
501-683-5915 Fax  
[carla.morris@arkansas.gov](mailto:carla.morris@arkansas.gov)



#### **10.04 ANTICIPATED PROCUREMENT TIMETABLE**

RFQ Issued: April 9, 2007

Train-the-Trainer Workshops:

Bismark	April 12-13, 2007
Pine Bluff	April 19-20, 2007
Little Rock	April 23-24, 2007
Jonesboro	May 10-11, 2007
Fayetteville	May 17-18, 2007

Closing date for receipt of questions: 4pm. May 31, 2007

Answers to submitted questions posted on DWS website: June 4, 2007

Opening for proposal submission: June 5, 2007

Closing date for receipt of proposals & public opening: 1pm. June 18, 2007

Completion of proposal review and contract selections: June 29, 2007

Anticipation to Award posting: July 6, 2007

Award issued: July 13, 2007

Initiative Start Date: August 1, 2007

Initiative End Date: January 31, 2008

#### **10.05 SUBMISSION OF PROPOSALS**

**“Delivery Notice: We strongly recommend that you not send bid documents by priority or certified United State Postal Service (USPS) mail. The Department of Workforce Services can not be responsible for delivery by the USPS. The Post Office does NOT deliver mail directly to our offices. Only UPS, FedEx, DHL or similar delivery service will deliver to our offices if the street address is used. They will not deliver to a PO Box. We regret any inconvenience this may cause”**

Not later than June 18, 2007 at 1pm. One original (marked “ORIGINAL”), five (5) copies and an electronic copy on diskette of the proposal should be received by:

**“BID OPENING LOCATION:  
Department of Workforce Services**

**Two Capitol Mall, Suite 528A  
Little Rock, AR 72203**

The envelope should be labeled:

Proposal Number: TANF-04-2007-1  
Title: TANF Contracts/Marriage Initiative  
Proposal Opening: 1pm. June 5, 2007

If the Department of Workforce Services requests additional copies of the proposal, they must be delivered by the vendor within twenty-four (24) hours. Envelopes must be marked with vendors name, bid/proposal number, bid opening time and date.

Addendums or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

### **10.06 REJECTION OF PROPOSALS**

The Department of Workforce Services reserves the right to reject any and all proposals received as a result of this Request for Qualifications (RFQ).

This Request for Qualifications does not commit the Department of Workforce Services to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

### **10.07 PROPOSAL OPENING DATE AND LOCATION**

A public opening of all proposals will be held on:

3pm. June 18, 2007  
DWS Conference Suite 528  
Department of Workforce Services  
Two Capitol Mall  
Little Rock, AR 72203

Any materials that the respondent wishes not to be made public through the State FOI Laws should be submitted in separate, sealed envelope(s) marked "Confidential" (**See Section 10.12**)

ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSABLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-101 ET SEQ.

### **10.08 BID EVALUATION**

The staff members of the Department of Workforce Services will evaluate all proposals to insure all requirements are met. Awards shall be made to the responsible offerors whose proposal is determined in writing to be the most advantageous to the state, taking into consideration price, the evaluation factors set forth in the request for qualifications, and the results of any discussions conducted with responsible offerors. No other factors or criteria shall be used in the evaluation.

## **10.09 RESPONSE FORMAT AND SUBMISSION REQUIREMENTS**

A. Vendors are requested to respond to each numbered paragraph of the RFQ stating first the paragraph number, then specification, then the vendor's response. It is requested that responses be made to each item or paragraph of the RFQ in sequence. Any statement in this document that contains the word "must" or "shall" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the proposal to be rejected. Responses should reference each paragraph and be arranged in the same sequence as this RFQ. Answers should be sufficiently detailed so as to substantiate that services offered meet or exceed all requirements. Vendors may "concur" or "acknowledge" items not needing a specific response. References to handbooks or other technical materials as part of a response must not constitute the entire response and must identify the specific page and paragraph being referenced.

B. Vendors must submit one (1) signed original, five (5) copies and electronic copy on diskette of their proposal. One (1) copy of referenced or otherwise appropriate descriptive literature must accompany a submitted proposal.

C. For a proposal to be considered, an official authorized to bind the vendor to a resultant contract must have signed the original proposal.

D. All official documents, except those labeled and determined to be confidential in nature, and correspondence shall be included as part of the resultant contract.

E. The Department of Workforce Services reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFQ, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:

1. Failure of the vendor to submit proposal(s) on or before the deadline established by the issuing office.
2. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
3. Failure to supply vendor references.
4. Failure to sign and return the title page of the Official Proposal Document.
5. Failure to complete the Official Proposal Budget Form and Narrative.
6. Failure of any proposed service, equipment or software to meet or exceed the minimum specifications.
7. Failure to comply with the Equal Employment Opportunity Policy requirement.

## **10.10 CONDITIONS AND TERMS OF PROPOSAL**

A. To be considered, bidders must include as part of their proposals all of the provisions of the RFQ. Bids must be signed by an official authorized to bind the bidder to the resultant contract. Any terms and/or conditions proposed by the respondent must be submitted with the proposal and must be clearly identified as such. If the bidder submit terms and/or conditions that conflict with the laws of the State of Arkansas, the State laws shall govern. Bidder's standard terms and conditions may need to be altered to adequately reflect and include all of the conditions of the Request for Qualifications, the bidder's proposal, and Arkansas State law.

B. Proposal budget and budget narrative must be listed in United States dollars and cents.

C. Proposals will only be accepted in the English language.

D. The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by the Department of Workforce Services. This does not eliminate an Offeror from taking exception(s) to these documents, but does clarify that the Offeror cannot change the original documents written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

E. Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the bid prior to submission.

## **10.11 TYPE/TERM OF CONTRACT**

This will be an outline agreement type of contract to be in effect from August 1, 2007 to January 31, 2008. The Department of Workforce Services will enter into agreements with up to 25 Private or Community organizations, including Faith-Based organizations, located in the state of Arkansas to procure direct services which are innovative and creative as demonstration projects addressing the TANF goal to improve marriage and relationship skills among youth and engaged and married couples.

Funding will be awarded competitively to approximately 25 Private or Community organizations, including Faith-Based organizations, in the amount of \$10,000.00 each for a project period of 6-months. Private or Community organizations, including Faith-Based organizations, submitting proposals must view this as one-time funds soliciting Demonstration Projects to be used to improve marriage and relationship skills among youth and engaged and married couples in their communities. The demonstration period for funded projects will be from August 1, 2007 to January 31, 2008.

Private or Community organizations, including Faith-Based organizations, who have completed one of the five (5) train-the-trainers two (2) day workshops conducted by the University of Arkansas Cooperative Extension Service from April 12, 2007 to May 18, 2007 will be eligible to submit their applications under this announcement. The participation of all grassroots organizations designated as a non-profit organization with or without a 501c(3) status is encouraged. Applicants are expected to have an organizational vision, mission and service emphasis consistent with the TANF goal to improve marriage and relationship skills among youth and engaged and married couples.

### **10.12 CONFIDENTIAL INFORMATION**

Respondents are advised that materials contained in proposals are subject to the Arkansas Freedom of Information Act and, after the bid opening, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Arkansas Freedom of Information Act must place all confidential documents in sealed envelope(s) clearly marked "Confidential" and must indicate on the outside of their proposal package that confidential materials are included. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Arkansas Freedom of Information Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent(s). If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent(s). The State will not determine prices to be confidential information.

**ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-101 ET SEQ.**

### **10.13 MINORITY BUSINESS POLICY**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Division of Minority Business Enterprise of the State of Economic Development conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

### **10.14 AWARD RESPONSIBILITY**

The Department of Workforce Services will be responsible for issuing a Contract Award. The using agency will proceed with issuance and execution of a purchase order referencing the Contract Award.

### **10.15 PROPOSAL VALIDITY PERIOD**

All charges must be included on the Official Proposal Budget Form and Budget Narrative, must be valid for a period of not less than ninety (90) days following RFQ opening, and shall be included in the price evaluation.

### **10.16 CONTRACT PAYMENT**

The specific payment schedule for any contracts entered into as the result of this RFQ will be mutually agreed upon by the agency and the contractor. The schedule should show payment amount and should reflect actual work done by the payment dates. As a general policy, statements shall be forwarded to the designated representative by the 15<sup>th</sup> day of the following month.

#### **NOTE:**

Any additional cost not identified in this RFQ subsequently incurred in order to achieve a successful outcome will not be an allowable expense under this RFQ.

All invoices shall be forwarded to the Department of Workforce Services and must show an itemized list of all expenses for the billing period. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency.

Department of Workforce Services  
Two Capitol Mall, Suite 528A  
Little Rock, AR 72203

### **10.17 Equal Employment Opportunity Policy**

In compliance with Act 2157 of 2005, the Department of Workforce Services is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [carla.morris@arkansas.gov](mailto:carla.morris@arkansas.gov). or as a hard copy accompanying the bid response. The Department of Workforce Services will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

### **10.18 Additional Terms & Conditions**

"The Department of Workforce Services objects to and shall not consider any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response to this RFQ. In signing and submitting its proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a RFQ, shall be grounds for rejecting a proposal."



## **SECTION 20: SCOPE**

### **20.01 SCOPE OF WORK:**

The Department of Workforce Services is seeking to enter into agreements with up to 25 Private or Community organizations, including Faith-Based organizations, located in the state of Arkansas to procure direct services which are innovative and creative as demonstration projects addressing the TANF goal to improve marriage and relationship skills among youth and engaged and married couples.

### **20.02 PROJECT UNDERSTANDING**

The successful contractor will be responsible for providing one or more of the following activities to meet the TANF goal to improve marriage and relationship skills among youth and engaged and married couples:

- Education in high schools on the value of marriage and relationship skills
- Marriage education, marriage skills, and relationship skills programs for married couples that may include parenting skills, financial management and conflict resolution
- Pre-marital education and marriage skills training for engaged couples and for couples or individuals interested in marriage
- Marriage mentoring programs which use married couples as role models and mentors

Applicants should state clearly the target population that their proposed service is designed to reach. This population should include one of the following types of groups: married couples, engaged couples or youth interested in marriage.

Submitted applications that do not propose a service strategy aligned with one of the above prescribed activities will not be considered for funding.

The schedule in which the contractor will be paid for services rendered and reimbursed for specified expenses will be determined during contract negotiations. At that time the Department of Workforce Services will develop a payment and reimbursement schedule in consultation with the contractor.

### **20.03 PRIME CONTRACTOR RESPONSIBILITY**

The selected bidder will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all services and support.

The using agency prefers a contractor that can provide all of the services directly without sub-contracting. However, if any part of the work must be subcontracted, responses to this RFQ must include a list of subcontractors, including subcontractor's

name and address, contact person and complete description of work to be sub-contracted. The contractor shall give the Contract Administrator immediate notice, in writing, by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

## **20.04 MINIMUM QUALIFICATIONS OF OFFERORS**

This document sets forth requirement for selecting pre-qualified vendors with the capability to provide community programs to improve marriage and relationship skills among youth and engaged and married couples.

### **A. EXPERIENCE AND KNOWLEDGE:**

1. Contractor must be able to adhere to set deadlines set forth by the DWS and provide programs designed to meet the TANF goal to improve marriage and relationship skills among youth and engaged and married couples as outlined in ACT 1705 of 2005 which created the Community Investment Initiative.
2. Contractor should have some knowledge of programs or services designed to improve marriage and relationship skills.
3. Contractor must have knowledge and expertise in ways to improve marriage and relationship skills among youth and engaged and married couples in the community.
4. The Contractor must have experience in programs or services designed to improve marriage and relationship skills among youth and engaged and married couples.

### **B. CONTRACTOR REQUIREMENTS:**

1. Contractor must be able to adhere to set deadlines, provide programs and submit reporting requirements by the dates set forth by the DWS.
2. Contractor will develop own programs within the community.
3. The Contractor must have experience in programs or services designed to improve marriage and relationship skills among youth and engaged and married couples.
4. Contractor must attend one (1) of the five (5) train-the-trainers two (2) day workshops conducted by the University of Arkansas Cooperative Extension Service from April 12, 2007 to May 18, 2007. Bidders must attend one of the two-day workshops in order to be eligible for this TANF funding opportunity. These sessions are designed to provide training to applicants desiring to improve marriage and relationship skills among youth and engaged and married couples in their communities. The workshops will also provide potential applicants an opportunity to clarify questions regarding the RFQ requirements. Responses received from bidders who did not participate in one of the five (5) "train-the-trainers" workshops will not be considered for funding

under this RFQ. Registration forms to register for the “train-the-trainer” workshops can be obtain by contacting Melissa Potter with the University of Arkansas Cooperative Extension Service at 501-671-2123 or visiting their website at [www.arfamilies.org](http://www.arfamilies.org).

5. The Contractor must provide information about the mission of the organization, and evidence that personnel associated with carrying out the purpose of the marriage initiative would be qualified and able to do so.
6. It is required that the Contractor briefly describe the service area (couples, engaged and/or youth) as prescribed by the initiative the organization will target and the recruitment strategy that will be used to reach the community.
7. The Contractor will need to explain how the organization’s current services and resources support—or could support—the TANF goal to improve marriage and relationship skills among youth and engaged and married couples in the community.
8. The Contractor will describe the organizational qualifications that would be useful in the promotion of the TANF goal to improve marriage and relationship skills among youth and engaged and married couples in the community.
9. The Contactor must list marriage or relationship skills projects currently being provided by the organization.
10. The prospective Contractor must provide a detailed description of how their service or program concept will meet the TANF goal to improve marriage and relationship skills among youth and engaged and married couples. Applicants must submit a detailed description of their program plan outlining specifically how the goal will be executed within their community.
11. The Contractor must specify how the organization currently delivers programs and services related to improving marriages and relationship skills among youth and engaged and married couples in the community. It is also required that the Contractor provide an outline of the planned activities that will be performed to carry out the TANF goal solicited under this RFQ. The following specific activities will be allowable under this funding opportunity:
  - Workshops
  - Class Series
  - Retreats
  - Conferences
  - Mentoring Programs

- Educational Seminars

12. The prospective Contractor must develop a budget and budget narrative outlining how the funding would be used upon award of a contract. The total contract budget cannot exceed \$10,000. In order to meet the TANF goal to improve marriage and relationship skills among youth and engaged and married couples, the following expenditures will be allowable under this RFQ:

- Meeting Space Expense
- Training Material
- Program Speakers
- Equipment Rental
- Consumable Office Supplies
- Program Refreshments/Meals
- Program Outreach

13. It is required that the contractor identify expected outcomes and the measures of performance the organization will utilize to determine the impact of the community investment initiative to improved marriage and relationship skills among youth and engaged and married couples. Proposed outcomes and performance measures are expected to be realistic and measurable. The performance measures should be clearly linked to the goal and objective, which support the service strategy.

14. The contractor should describe how technical assistance from the Department of Workforce Services and training from the University of Cooperative Extension Services might strengthen the organization, enhance the quality of programs and services offered, and help in the development or sustainability of programs and services in the future.

15. It is required that the contractor describe how the organization foresee the programs or services sustaining at the end of the contract period to continue existing to improve marriage and relationship skills among youth and engaged and married couples in the community. If marriage or relationship programs currently exist in the organization, please incorporate the challenges that are currently being faced as well as potential challenges down the road.

16. Bidder will be required to give a list of the employees or subcontractors that are to be used in accomplishing the TANF goal. The Department of Workforce Services must be notified of changes in the names of the employees not later than 3 days after the change.

17. Prospective bidders must complete a Disclosure form for their Request for Qualifications to be reviewed.

18. The Contractor will perform all services and provide all materials to be produced under the contract in consultation with DWS.
19. The Contractor will understand that all procedures developed and services provided under the contract will be subject to final approval by the Department of Workforce Services.
20. The Contractor will understand that all materials purchased under this funding opportunity will remain the property of the Department of Workforce Services.
21. The Contractor will conduct meetings with DWS as required, to complete the project.

#### **20.05 CONTRACTOR'S RESPONSIBILITIES**

Services are duties and tasks that the contractor must perform to meet the terms, conditions, and specifications of the contract.

1. Submit invoices to the Department of Workforce Services each month in the format provided. Payments will be made through a warrant being issued to the contractor. The contractor will be required to certify that the funds requested are for reimbursements for expenses actually expended and allowable.
2. Meet or exceed the stated goals and objectives set forth within the approved proposal. Failure to meet or exceed stated goals and objectives can be considered grounds for termination or revision of awarded contract and can affect future consideration for funding.
3. Retain all records for five (5) years after final payment is made under the contract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period. The contractor must agree to retain the records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
4. Grant to the State of Arkansas, through the Division of Legislative Audit, Department of Workforce Services, Office of Chief Counsel, Inspector General's Office, Federal Government and/or other such officially designated body, the right to inspect and review all books and records pertaining to services rendered under the contract.
5. Grant permission, as evidenced by the signing of the contract, to the Department of Workforce Services and/or the Office of Chief Counsel to request, receive and communicate with the Office of Legislative Audit or other audit firm regarding any audit concerns or

findings as they relate to the performance of any audit conducted for the provision of TANF-funded services under this agreement.

6. Comply with applicable federal and/or state laws pertaining to required audits or annual financial statement of the contractor as a whole, or in regards to specific program activities. Contractors and sub-contractor recipients shall comply with the Department of Workforce Services audit requirements.
7. Shall ensure that all sub-contract recipients are informed of any applicable audit requirements and that all necessary audit requirements are complied with.
8. Repay, to the Department of Workforce Services, any federal sanction or penalty amount (not to exceed the amount received under the contract) determined by a single state audit or other review, for which a sanction or penalty directly related to the services provided pursuant to the contract is imposed as a result of the negligence or fault of the contractor.
9. Cooperate with the Department of Workforce Services regarding program oversight, evaluation and technical assistance.
10. Cooperate with the University of Arkansas Cooperative Extension Service regarding training.
11. Shall be responsible for the maintenance of documentation of eligibility, services provided and expenditures as provided by law.
12. Notify the Department of Workforce Services in writing to request any programmatic or budgetary changes.
13. Submit monthly reports to the Department of Workforce Services no later than fifteen (15) days the last day of each month.

#### **20.06 DEPARTMENT OF WORKFORCE SERVICES RESPONSIBILITIES**

1. Provide warrant payment to the contractor after receipt of completed and accurate invoices for reimbursement of expenditures for payments for services rendered. The Department of Workforce Services shall notify the contractor, in writing, by phone or through email regarding the need for any additional information so that processing of payments will not be delayed. The Department of Workforce Services shall provide written communication to the contractor regarding any changes to the format needed for timely processing of invoices.

2. Provide technical assistance regarding federal and state rules, regulations, and policies governing the use of TANF funds as needed by the contractor.
3. The Department of Workforce Services will provide resource information for the contractor as required.
4. The Department of Workforce Services will provide a one-day training class at the DWS office in Little Rock on the procedures and responsibilities required as outlined in the contract. This class, at the offices of DWS, will train and educate the Contractor in the proper and thorough completion reporting requirements and program expectations.



## **20.07 ORAL/WRITTEN CLARIFICATIONS OF VENDOR PROPOSALS**

During the evaluation process, the evaluation committee may deem it necessary to invite the respondents to clarify or elaborate on matters of interest to the committee. The committee may request any, all or none of the respondents to appear before the committee, but is not required to request information from all respondents.

The committee will contact the Issuing Officer to set up the time and place for such a meeting, if requested. The committee shall forward a set of written questions to the Issuing Officer, who shall then forward to the vendor prior to the meeting. All responses will be subject to being recorded. Responses made during the oral presentations must be confirmed in writing and shall become a part of the respondent's final response.

A vendor's inability or decision not to provide a clarification may be cause for rejection of the proposal.

## **SECTION 30: EVALUATION PROCESS AND CRITERIA**

### **30.01 SELECTION PROCESS OVERVIEW**

All vendors meeting the minimum requirements will be a part of this contract award.

### **30.02 PROPOSAL EVALUATION CRITERIA**

The review committee will evaluate all proposals to insure all requirements are met. The contractors list will be awarded on a pass/fail basis dependent on contractor's demonstrated ability to perform program requirements. The following criteria will be used to establish the vendor list from which the Department of Workforce Services will choose contractors to be awarded contracts to implement programs designed to improve marriage and relationship skills among youth and engaged and married couples.

### **30.03 EXPERIENCE**

The proposal must detail the respondent's familiarity and proven experience with programs of similar nature and scope designed to improve marriage and relationship skills among youth and engaged and married couples. The proposal must detail the number of years in service; detail experience in developing and implementing marriage and relationship skills programs. The respondent must detail its familiarity and ability to provide programs to the community to improve marriage and relationship skills.

### **30.04 QUALIFICATIONS OF STAFF**

The proposal must detail the qualifications of the bidder's staff that will be assigned to perform the work associated with this project, for which resumes will be submitted. Qualification will be determined from the resumes submitted, including education, positioning within the bidder's organization, years of experience as well as the various types of experience.

### **30.05 VENDOR REFERENCES**

**References:** Each respondent is to provide a list of a minimum of three (3) professional or community references. These references will be contacted and asked to confirm:

- 1 That the provider has, under previous agreement, successfully performed work of a similar nature to that detailed in this RFQ.
- 2 That the provider met all obligations under the afore-mentioned agreement with regard to the quality of service, completion date, and agreed upon contract terms.
- 3 That the provider and all staff conducted themselves in a highly professional and ethical manner.

### **30.06 PAST PERFORMANCE**

In accordance with provisions of the State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding – Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the State may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Department of Workforce Services at the time of the bid opening. Documentation may be in the form of either a written or electronic report, vendor performance report (VPR); memo, file or any other appropriate authenticated notation of performance to the vendor files.

### **30.07 PROJECT UNDERSTANDING**

The proposal must respond in detail to each item within the “Minimum Qualifications of Offerors” Section 20.4 A and B and “Contractors Responsibilities” Section 20.5, their plans on meeting with the Department of Workforce Services and other necessary parties to assess and research the needs, and then coordinate the development, implementation, and management of programs in the community to improve marriage and relationship skills among youth and engaged and married couples to meet the goal of the TANF Community Investment Initiative.

### **30.08 PRICE ANALYSIS**

Respondent’s budget proposal (price analysis) shall be for performance of all of the programs requested in this RFQ. Of particular interest to the evaluation team are costs involving activities associated with this type of service.

DEVIATIONS FROM OUTLINED BUDGET STRUCTURE ARE PROHIBITED.  
RESPONDENT MUST BUDGET AS DETAILED IN THIS PROPOSAL. FAILURE TO DO SO WILL DISQUALIFY A BID FROM CONSIDERATION.

## **SECTION 40: TECHNICAL AND PRICE PROPOSAL**

### **40.01 INTRODUCTION**

The Proposal shall include the following:

- Signed Transmittal Letter
- Executive Summary
- Respondent’s Background and Experience
- References
- Statement of Project Understanding
- Proposer’s Qualifications
- Project Organization and Staffing
- Independent Budget Determination Certification Statement
- Bid Price Certifying Statement
  - Governor’s Executive Order 98-04 Disclosure Forms
  - Budget Proposal (Cost Analysis)

ORIGINAL PROPOSAL AND COPIES SHALL BE INDEXED AND TABBED WITH THE

ABOVE SECTIONS INDICATED.

#### **40.02 SIGNED TRANSMITTAL LETTER**

The Transmittal Letter will be signed by an individual authorized to legally bind the respondent. It will state that the respondent is a legal entity that will meet the specifications set forth in the Request for Qualifications. Failure to furnish this signed document shall be cause for rejection of the proposal.

##### **Transmittal Letter:**

A transmittal letter must accompany the proposal. The transmittal letter should include the following:

- 1 Identify the submitting Provider (Organization / Company);
- 2 Identify the name and title of the person authorized by the Provider to contractually obligate the organization;
- 3 Identify the name, title and phone and fax numbers and e-mail address of the person authorized to negotiate the contract on behalf of the Provider;
- 4 Shall be signed by an officer authorized to contractually obligate the company.

#### **40.03 EXECUTIVE SUMMARY**

The Executive Summary will condense and highlight the contents of the respondent's proposal. The Executive Summary shall include the following:

- Explicitly indicate acceptance of, or proposed modifications to, the terms and conditions governing the procurement;
- Acknowledge receipt of any and all amendments to this RFQ;
- Summary of ability and desire to design and implement marriage and relationship skills programs;
- Summary of charges;
- Other information the Provider may wish to briefly summarize.

#### **40.04 RESPONDENT'S BACKGROUND AND EXPERIENCE**

This section will include details of the respondent's background and its size and resources as well as details of experience relevant to the proposed project. Each respondent must submit a minimum of three (3) professional or community references. Each respondent must submit the company name, address, contact person, email address and telephone number of each of the references. It is the vendor's responsibility to provide current and accurate reference information. The evaluation committee shall contact references via information as provided by the vendors. Incorrect information, or a reference's policy of not supplying reference information, may result in point deductions by the committee.

References must be from parties who can attest to the respondent's qualifications relevant to providing the services outlined in the Request for Qualifications. Organization or professional references must be submitted; personal recommendations and references will not be accepted. All references may be verified.

#### **40.05 PROPOSER'S QUALIFICATIONS AND CREDENTIALS AS RELATED TO THE PROPOSAL**

In this section, the Proposer shall provide an organizational chart displaying his/her overall business structure and the proposed project structure. The Proposer shall also state the qualifications and credentials of his company, in terms of proven experience through similar projects, reputation, etc. Proposers shall include the number and a description of recent similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project.

The Proposer shall provide the most recent annual report, and other evidence of the Proposer's financial status, and the Proposer's financial ability to carry out the project. Proposals shall include proof of the Proposer's financial soundness and successful completion of other projects of like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the evaluation committee. Acceptable evidence shall include but shall not be limited to: recent financial statement from a bank evidencing their good standing; written statements from the Proposer evidencing the successful completion of other projects of like size and scope; and recent peer reviews of completed projects of like size and scope.

#### **40.06 PROJECT ORGANIZATION AND STAFFING**

This section will describe in detail the respondent's organizational plan for meeting the requirements in this Request for Qualifications. It will include organizational charts of proposed personnel at all levels of the organization.

#### **40.07 INDEPENDENT PRICE DETERMINATION CERTIFICATION STATEMENT**

A bid will not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offeror or with competitor. In addition, the offeror is prohibited from making multiple bids in a different form; i.e., as a prime offeror and as a subcontractor to another prime offeror.

The Offeror must include a certified statement with the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of this project until such time that a new contractor is selected. Failure to furnish this document may be cause for rejection of the proposal.

#### **40.08 BID PRICE CERTIFYING STATEMENTS AND BID PRICE**

The total bid price will include services and requirements as described in this Request for Qualifications, for the term of the contract period. The Offeror will include a statement certifying that all services, properly requested, will be performed as required. Failure to furnish this document may be cause for rejection of the proposal.

#### **40.09 GOVERNOR'S EXECUTIVE ORDER 98-04 DISCLOSURE FORM**

Bidders are required to complete Forms F1 and F2, sign them and return with the technical proposal. This is a mandatory requirement; failure to furnish these documents shall be cause for rejection of the proposal.

#### **40.10 PRICE PROPOSAL (COST ANALYSIS)**

The budget will include the services and requirements described in this Request for Qualifications. The proposer will indicate to the State the types of services to be offered to the community that will be involved with the marriage and relationship skills programs, and the maximum number of programs to be conducted during the duration of the project. Vendors will not be permitted to request reimbursements for administration costs under this RFQ. In addition, the contractor's program budget cannot exceed the \$10,000 maximum available contract amount available under this funding opportunity.

#### **40.11 Equal Employment Opportunity Policy**

In compliance with Act 2157 of 2005, the Department of Workforce Services is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [carla.morris@arkansas.gov](mailto:carla.morris@arkansas.gov) or as a hard copy accompanying the bid response. The Department of Workforce Services will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

**Failure to comply with this requirement will result in the rejection of the bid proposal.**

## APPENDIX A OFFICIAL PROPOSAL PRICE SHEET

Proposal Pricing Sheet must be submitted no later than by the time and date as outlined in Section 10.05. Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission.

### **BUDGET FORM**

(For The Period of August 1, 2007 – January 31, 2008)

- A. **Meeting Space Expense** \_\_\_\_\_  
(Only off-site meeting locations such as hotels, community centers, libraries, etc.)
- B. **Training Material** \_\_\_\_\_  
(Additional copies of training material received from UACES and recommended reading selections)
- C. **Program Speaker(s)** \_\_\_\_\_  
(Total for all speakers not to exceed \$2,500.00 over the term of the program period)
- D. **Equipment Rental** \_\_\_\_\_  
(Projectors, PA systems, video cameras, etc.; no office equipment allowed)
- E. **Consumable Office Supplies** \_\_\_\_\_  
(Meeting materials such as pens, paper, folders, name badges, etc.)
- F. **Program Refreshments/Meals** \_\_\_\_\_
- G. **Program Outreach** \_\_\_\_\_  
(Flyers, newspaper announcements, radio announcements, etc.)

**TOTAL**

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**NOTE:**

**Vendor may use backside of this form when needed to address any of the above line items.**

**NOTE:**

**The attached forms are the F1 and F2 disclosure forms referenced in Section 40.09 of this RFQ. These two forms comprise Appendix B**

**BUDGET NARRATIVE INSTRUCTIONS**

1. The Budget Narrative consists of one function, which is composed of major expenditure categories. These categories reflect the summary of totals from a more detailed budget analyst. The total dollar amount budgeted for each major expenditure category must equal the dollar amount budgeted for that expenditure category on the Budget Form
2. Expenditures must be justified in relation to the scope of the project goals, objectives and activities. Funds requested under this grant must not replace monies used to support existing programs. All funds must be spent (goods received and services rendered) during the period designated in the Contract Award Notification.
3. Provide the details to support the Budget Form for the following expenditure categories:
  - A. Meeting Space Expense: Specify off-site locations where program activities will take place. Allowable off-site locations under this RFQ will include but is not limited to sites such as hotels, community centers, libraries, etc. For any event held at recipient's facility, no charges shall be charged to this line item.
  - B. Training Material: Specify the number of additional copies of the training material that will be purchased from the University of Cooperative Extension Services and/or the title and number of copies of the selections from the suggested reading materials list provided by the University of Cooperative Extension Services that will be purchased.



- C. Program Speaker(s): Specify the number of speaker(s) that will be utilized during the program activities. The total for all the speakers scheduled shall not exceed \$2,500.00 over the term of the program period.
- D. Equipment Rental: Specify the equipment that will be rented for use during the programs activities planned in the proposal. Allowable equipment rentals under this RFQ will include but is not limited to equipment such as projectors, PA systems, video cameras, etc. The rental or purchase of office equipment is not allowable under this funding opportunity.
- E. Consumable Office Supplies: Specify the supplies that will be purchased for used during the program activities planned in the proposal. Allowable consumable office supplies under this RFQ will include but is not limited to pens, pencils, copier paper, folders, name badges, printer ink cartridges, etc. The purchase of office supplies such as staplers, hole punchers, tape dispensers and/or pencil sharpeners are not allowable under this funding opportunity.
- F. Program Refreshments/Meals: Specify whether refreshments or meals will be served during program activities.
- G. Program Outreach: Specify the mechanisms that will be used to notify the community about the planned activities outlined in your proposals. Allowable program outreach mechanisms under this RFQ will include but is not limited to flyers, newspaper announcements, radio announcements, etc.

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER		FEDERAL ID NUMBER		SUBCONTRACTOR:	SUBCONTRACTOR NAME:	
TAXPAYER ID #:	---	---	OR	---	Yes No	
TAXPAYER ID NAME:				IS THIS FOR:		
				Goods? Services? Both?		
YOUR LAST NAME:				FIRST NAME:		
M.I.:						
ADDRESS:						
CITY:		COUNTRY:		STATE:		ZIP CODE:
---						

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### For Individuals\*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

	Mark (✓)			For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/Y Y	To MM/Y Y	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission							
State Employee							

None of the above applies

### For an Entity (Business)\*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

	Mark (✓)			For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

## **Contract and Grant Disclosure and Certification Form**

**Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

**Signature**\_\_\_\_\_ **Title**\_\_\_\_\_  
\_\_\_\_\_ **Date**\_\_\_\_\_

**Vendor Contact**  
**Person**\_\_\_\_\_ **Title**\_\_\_\_\_  
**Phone No.**\_\_\_\_\_

**Agency use only**

**Agency** \_\_\_\_\_ **Agency** \_\_\_\_\_ **Agency** \_\_\_\_\_  
**Contact** \_\_\_\_\_ **Contract** \_\_\_\_\_

**Number**\_\_\_\_\_ **Name**\_\_\_\_\_ **Contact** \_\_\_\_\_  
**Person**\_\_\_\_\_ **Phone No.**\_\_\_\_\_ **or Grant No.**\_\_\_\_\_

## **SECTION 50:               PROCUREMENT**

### **50.01 RULES OF PROCUREMENT**

To facilitate the procurement of requests for qualifications, various rules have been established. They are described in the following paragraphs.

### **50.02 POINT OF CONTACT**

The request for qualifications Issuing Officer is the sole point of contact from the date of release of this request for qualifications until the selection of the successful respondent. FAILURE TO ADHERE WITH THIS REQUIREMENT MAY RESULT IN PROPOSAL DISQUALIFICATION. Respondents wishing to submit questions and requests for clarification should email or fax all such correspondence to the Issuing Officer, as outlined in the Anticipated Procurement Timetable, Section 10.04.

### **50.03 WRITTEN QUESTIONS CONCERNING THE REQUEST FOR QUALIFICATIONS**

If additional information is necessary to enable bidders to better interpret the information contained in the RFQ, vendors must contact the Issuing Officer at the Department of Workforce Services, in writing. All questions must be marked "Questions" and the proposal number indicated on the e-mail or fax transmission. The questions received by 4pm. May 31, 2007 will be answered in written form and posted on the DWS website as an addendum.

### **50.04 REQUEST FOR QUALIFICATIONS AMENDMENTS**

The State reserves the right to amend the request for qualifications prior to the date for proposal submission. Amendments, addenda and clarifications will be posted on the DWS website. It shall be the bidder's responsibility to obtain all associated postings from the DWS website and resubmit the postings with the bidder's proposal.

### **50.05 COST OF PREPARING PROPOSALS**

Costs for preparing the proposals are solely the responsibility of the respondents. The State will provide no reimbursements for such costs. Any costs associated with any oral presentations to the State will be the responsibility of the respondent and may not be billed to the State.

## **50.06 DISPOSITION OF PROPOSALS**

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Freedom of Information Act. If the proposal includes material which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record. The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for qualifications. Selection or rejection of the proposal will not affect this right.

## **50.07 PROPOSAL AMENDMENTS AND RULES OF WITHDRAWAL**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the State, signed by the respondent. Unless requested by the State, no amendments, revisions or alterations to the request for qualifications will be accepted after the proposal due date.

### **MODIFICATION OR WITHDRAWAL OF OFFERS**

This RFQ may be modified or withdrawn in writing prior to the exact hour and date specified for receipt of proposals. The proposal may also be withdrawn in person by the respondent's authorized representative, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the Department of Workforce Services after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFQ or if additional data is necessary for an exact interpretation of provisions of this RFQ prior to the due date for proposals, a supplement will be issued by the Department of Workforce Services to the DWS website. If such addenda issuance is necessary, the Department of Workforce Services reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

#### **50.08 ACCEPTANCE OF PROPOSALS**

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for qualifications according to the best interest of the State.

Where the State may waive minor irregularities, such waiver shall in no way modify the request for qualifications requirements or excuse the respondent from full compliance with the request for qualifications specifications and other contract requirements if the respondent is awarded the contract.

#### **50.09 EVALUATION OF PROPOSALS**

Proposals will be evaluated in two (2) phases. The first phase will determine if the mandatory requirements of this Request for Qualifications have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. Any proposal that is incomplete may be rejected by the State. However the State may waive minor irregularities. This phase is to be completed by the Department of Workforce Services Issuing Officer.

The second phase will be based on the evaluation of the Technical proposals by an impartial committee appointed by the Department of Workforce Services. This will be a pass/fail evaluation based on the requirements requested in the RFQ.

The contracts will be awarded to up to twenty-five (25) vendors that meet the requirements of the RFQ by the Department of Workforce Services.

#### **50.10 ANTICIPATION OF AWARD**

After complete evaluation of the bid or proposal, the anticipated award will be posted on the Department of Workforce Services website ([www.state.ar.us/esd](http://www.state.ar.us/esd)) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen (14) day posting period. Accordingly, any reliance on these preliminary results is at the agency/vendor's own risk.

### **50.11 CONTRACT NEGOTIATIONS**

After recommendation of a selected Offeror(s) by appropriate officials of the State, contract negotiations may commence. The contract will be based on the required clauses in the RFQ, clauses by the Offeror that are acceptable to the State and additionally, on any clauses agreed upon by all parties to be incorporated into the contract. Offeror(s) selected to participate in negotiation will be given an opportunity to submit a best and final offer to the committee. Prior to a specified cut-off time for best and final offers, vendor may submit revisions to their technical and business, and cost proposals. Meeting before the committee is not subject to the Arkansas Freedom of Information Act. All information received prior to the cut-off time will be considered part of the Offeror's best and final offer.

If at any time contract negotiations are judged ineffective by the Department of Workforce Services' Director or designee, negotiators will cease all activities with the Offeror and begin contract negotiations with the next highest ranked Offeror or Offeror the Director determines to be in the State's best interest. This process may continue until both the Offeror and the State of Arkansas (Department of Workforce Services) execute a completed contract or DWS determines that no acceptable alternative proposal exists.

### **50.12 PROTEST OF AWARD**

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Director of the Department of Workforce Services. Failure to do so shall constitute a waiver of any rights to administrative decision under Arkansas code Annotated Section 19-11-244. Further details on protesting awards may be obtained by contacting the Issuing Officer.

## **SECTION 60:           GENERAL TERMS AND CONDITIONS**

### **60.01 LEGAL CONSIDERATIONS**

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State regarding this request for qualifications or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be in Pulaski County, Arkansas.

### **60.02 ETHICAL STANDARDS LAW**

The following sections of this request for qualifications reference sections within the "Arkansas Ethics in Public Contracting Laws" found in Arkansas Code Ann., Sections 19-11-701 et seq. Definitions used in this law can be found in Section 19-11-701 of the statutes.

### **60.03 CONFLICT OF INTEREST**

No official or employee of the Department of Workforce Services and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

1. The employee or any member of the employee's immediate family has a financial interest;

2. A business or organization has a financial interest in which business or organization the employee, or any member of the employee's immediate family has a financial interest; or:

1. Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other capacity.



2. Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Workforce Services.

#### **60.04 WARRANTY AGAINST BROKER'S FEE**

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **60.05 OFFER OF GRATUITIES OR KICKBACKS**

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of subcontract or order.

Any contract arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

## **60.06 EMPLOYMENT OF STATE PERSONNEL**

Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the State agency by which the employee is employed.

### **A. Restrictions on Former Employees in Matters Connected with Their Former Duties.**

1. Permanent Disqualification of Former Employee Personally Involved in a Particular Matter. It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for any one other than the State in connection with any:
  - a. Judicial or other proceeding, application, request for a ruling, or other determination;
  - b. Contract;
  - c. Claim; or
  - d. Charge or controversy in which the employee participating personally and substantially through decision, approval, disapproval, recommendation, rendering of service, investigation, or otherwise while an employee, where the State is a party or has a direct and substantial interest.
2. One (1) Year Representation Restriction Regarding Matters for Which a Former Employee was Officially Responsible. It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility in connection with any:
  - a. Judicial or other proceeding, application, request for a ruling, or other determination;
  - b. Contract;
  - c. Claim; or
  - d. Charge or controversy, to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.

## B. Disqualification of Partners

1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
    - a. Judicial or other proceeding, application, request for a ruling, or other determination;
    - b. Contract;
    - c. Claim; or
    - d. Charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the State is a party or has a direct and substantial interest.
  2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.
- C. Selling to State after Termination of Employment is prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$10,500), to engage in selling or attempting to sell commodities or services to the State for one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contacting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

#### **60.07 TERMINATION OF CONTRACT**

The contract resulting from this request for qualifications shall be subject to the following termination provisions.

#### **TERMINATION OF BIENNIAL CROSSOVER OF FUNDS**

Pursuant to Ark. Code § 19-11-238 DWS shall terminate any Contract resulting from this RFQ at the end of any biennial period when funds have not been appropriated or are otherwise unavailable to continue the contract in the following biennial period. The Department of Workforce Services shall provide the Contractor written notice that the contract shall terminate in ninety (90) calendar days or at the beginning of the next biennial period, whichever comes first. The Department of Workforce Services shall notify the Contractor and UACES immediately, in writing, in the event that the governing body responsible for such appropriations fails to make the necessary appropriation(s). The Department of Workforce Services may cancel or curtail this Contract to the extent funds are no longer legally available for expenditures under this contract. The State shall honor outstanding commitments made and approved prior to the termination of the Contract and for services rendered including fees or obligations agreed to before the termination of the Contract. If the Contractor has provided services and there are no longer funds procedurally or legally available to pay for the services, the Contractor may file a claim with the Arkansas Claims Commission.

#### **TERMINATION FOR DEFAULT**

The State may terminate this contract in whole, or in part, when the Arkansas Department of Workforce Services determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the State, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".

The State shall have an option to terminate this agreement if the Contractor fails to give satisfactory service, and the State shall be sole judge of service.

In the event of such termination, the State may contract for completion of services provided herein with the next higher bidder and contractor named herein shall be liable for payment to owner of any additional costs.

In the event of termination for default, in full or in part as provided by this clause, the State may procure, upon such terms and in such manner as the State may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the State for any excess costs for such similar supplies or services. In addition, the contractor shall be liable to the State for administrative costs incurred by the State in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables which the contractor has delivered to the State. Payments for completed deliverables delivered to and approved by the State shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the State shall be an amount determined by the State.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause. However, the state may agree to continue to contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period.

Any services or products on contract accepted by the state must be paid for but does not obligate the state to continue the contract beyond the end of a biennial period.

#### **60.08 PROCEDURE ON TERMINATION**

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

- \* Stop work under the contract on the date and to the extent specified in the Notice of Termination
- \* Place no further orders or subcontracts for materials or services
- \* Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination

- \* Assign to the State in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts
- \* With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or part, in accordance with the provisions of the contract.
- \* Transfer title to the State (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination.
- \* Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- \* Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the State has or may acquire an interest.
- \* The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

### **TERMINATION CLAIMS**

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the State may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the State to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the State shall determine on the basis of information available the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.

The contractor shall have the right of appeal, as stated under Disputes, from any such determination made by the Contract Administrator.

#### **60.09 SERVICES TO BE PROVIDED**

All services to be performed and materials to be produced under the contract shall be accomplished in consultation with, and under the direction of the Department of Workforce Services. All procedures developed and products provided under the contract shall be subject to final approval by the Department of Workforce Services. All records, data and products pertaining to the contract shall remain the property of the Department of Workforce Services.

#### **60.10 CONTRACTOR**

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the State. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the Department of Workforce Services.

#### **60.11 FORCE MAJEURE**

The contractor will not be liable for any excess cost to the State if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

### **60.12 DISPUTES**

Any dispute concerning performance of the contract shall be decided by the contract administrator or the Director of the Department of Workforce Services, who shall reduce the decision to writing and serve a copy on the contractor. The decision by the contract administrator or Director of Department of Workforce Services will be final subject to the contractor's right to administrative review pursuant to Arkansas Code Annotated, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the decision/direction issued by the contract administrator or the Director of Department of Workforce Services.

### **60.13 CONFIDENTIALITY OF INFORMATION**

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

### **60.14 PUBLIC DISCLOSURE**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., Sections 25-19-101 et seq. The use or disclosure of information concerning recipients will be limited to purposes directly connected with the administration of the contract.



#### **60.15 INSPECTION OF WORK PERFORMED**

The State of Arkansas, Department of Workforce Services, or their authorized representatives shall, at all reasonable times, have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

#### **60.16 SUBCONTRACTS**

The contractor is fully responsible for all work performed under the contract.

The contractor may, with the consent of the State and the Department of Workforce Services, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the Contract Administrator prior to the effective date of any subcontract.

No subcontract which the contractor entered into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

The contractor shall give the Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

#### **60.17 INDEMNIFICATION**

The contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees, and the Department of Workforce Services from:

- 1 Any claims or losses resulting from services rendered by any subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.

- 2 Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractors, its officers, employees, or subcontractors in the performance of the contract.
- 3 Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- 4 Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

#### **60.18 ASSIGNMENT**

The contractor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Contract Administrator.

#### **60.19 WAIVER**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

#### **60.20 STATE PROPERTY**

The contractor shall be responsible for the proper custody and care of any State owned property furnished for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.

#### **60.21 CONTRACT VARIATIONS**

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### **60.22 ATTORNEY'S FEES**

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

#### **60.23 LIABILITY**

In the event of non-performance of contractual obligation by the contractor or his agents which results in the determination by Federal authorities of non-compliance with Federal regulations and standards, the contractor will be liable to the State in full for all penalties, sanctions and disallowances assessed against the State.

#### **60.24 RECORDS RETENTION**

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

#### **60.25 CONDITIONS OF CONTRACT**

The successful bidder shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder and surety shall indemnify and save harmless the Department of Workforce Services, the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

#### **60.26 ACCESS TO CONTRACTOR'S RECORDS**

In accordance with Federal regulation governing contracts in excess of \$10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor which are directly pertinent to any services performed under the contract.

The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

## **60.27 EMPLOYMENT PRACTICES**

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law) marital status, political affiliation, or handicap. Such action shall include but not be limited to the following:

\* Employment \* Promotion \* Demotion or transfer \* Recruitment or recruitment advertising \* Layoff or termination \* Rates of pay or other forms of compensation and \* Selection or training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above mentioned regulations.

The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations there under, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

## **STANDARD TERMS AND CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Department of Workforce Services on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid the budget price. In case of errors in extension, budget narratives shall govern. Budget Narratives are firm and cannot exceed \$10,000 as stated in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date.
5. **BUDGET:** Budgets stated in **term contracts** are estimates only, and are not guaranteed. Bid budget amounts on the programs to be implemented cannot exceed \$10,000. The state may award less than \$10,000, but no more. Budget limitations stated on **firm contracts** are actual requirements of the ordering agency.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **AWARD: Term Contracts:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party.
13. **Firm Contracts:** A written state purchase order authorizing payment will be furnished to the successful bidder. All payments will be based on a reimbursement bases. All reimbursement requests must be actual expenses incurred by the contractor for program services rendered.
14. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations of programs are permitted without written approval of the Department of Workforce Services.
16. **INVOICING:** The contractor shall be reimbursed upon the completion of all of the following:
- (1) Submission of the reimbursement form as provided with the contract award
  - (2) Submission of an itemized worksheet detailing all expenditures occurred during the dates of service
  - (3) Invoice must be sent to the Department of Workforce Services for reimbursement payment processing.
17. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
18. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.
19. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
20. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid expenditures for programs will be reimbursed if expenditures occurred prior to notice. If the state is unable to provide payment for services rendered prior to the notice and there are no funds legally available to pay for the expenditures, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that:
- (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
  - (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
  - (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;
  - (d) failure of the bidder to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled,

terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

23. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business

24. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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## APPENDIX B

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### PROJECT COVER PAGE

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Name of Applicant:

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Applicant's Mailing Address:

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Name of Program Director

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Telephone Number

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Fax Number

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Contact Person

---

Taxpayer ID Number

---

E-Mail Address

---

Type of Agency

---

Total Funds Requested: \_\_\_\_\_

---

Selected Program Service Area:

☐ Married

☐ Engaged

☐ Youth

---

Selected Program Activity:

☐ Workshops

☐ Class Series

☐ Retreats

☐ Conferences

☐ Mentoring Programs

☐ Educational Seminars

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## CERTIFICATION

I (We) hereby certify that \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Individual Name) (Submitting Agency)

Is fully authorized, by law or by corporate resolution (attached), to submit the following application for Funds, that the information contained herein is true and accurate to the best of my (our) knowledge and belief; and that I (we) am (are) fully authorized to submit said on behalf of said agency.

Office Authorized to Submit Application	Title	Date
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Program Director	Title	Date
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Chief Financial Officer	Title	Date
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**MAIL PROPOSAL TO:**

Department of Workforce Services  
Attn: TANF Contracts/Marriage Initiative  
Two Capitol Mall, Suite 528A  
Little Rock, AR 72203